

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

POLYMERIC RESOURCES CORPORATION, A New Jersey corporation,
and **CUSTOM RESINS, INC.**, a Kentucky corporation,

Plaintiffs,

v

DONN DUMOUCHELLE, an individual
Michigan resident, **LINDA DUMOUCHELLE**,
an individual Michigan resident, and
CUSTOM RESINS, INC., a Michigan corporation,

Defendants,

and

DONN DUMOUCHELLE, an individual,

Counter-Plaintiff,

v

POLYMERIC RESOURCES CORPORATION,
A New Jersey corporation, and **CUSTOM RESINS, INC.**, a Kentucky corporation,

Counter-Defendants,

and

DONN DUMOUCHELLE, an individual, and
CUSTOM RESINS, INC., a Michigan corporation,

Third-Party Plaintiffs,

v

JEREMY BLEIM, an individual,

Third-Party Defendant.

Case No. 2:10-cv-14713

Hon. Victoria A. Roberts

Magistrate Judge: Virginia M. Morgan

FIRST AMENDED
THIRD-PARTY COMPLAINT

GMI GIARMARCO, MULLINS & HORTON, P.C.
ATTORNEYS AND COUNSELORS AT LAW

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(248) 457-7000
drauss@gmhlaw.com

FIRST AMENDED THIRD-PARTY COMPLAINT

NOW COME Third-Party Plaintiffs Donn Dumouchelle and Custom Resins, Inc. (hereinafter collectively the "Third-Party Plaintiffs"), through their attorneys, Giarmarco, Mullins & Horton, P.C., and state for their First Amended Third-Party Complaint against Third-Party Defendant Jeremy Bleim as follows:

THE PARTIES, JURISDICTION AND VENUE

1. Third-Party Plaintiff Donn Dumouchelle (hereinafter "Dumouchelle") is an individual whom resides in Oakland County, Michigan.
2. Counter-Plaintiff Custom Resins, Inc. (hereinafter "Custom Resins Michigan") is a Michigan Corporation whose principal place of business is located in Oakland County, Michigan.
3. Third-Party Defendant Jeremy Bleim (hereinafter "Bleim") is an individual whom resides in Oakland County, Michigan.
4. This Court has supplemental jurisdiction over the related claims in this matter pursuant to 28 USC § 1367.
5. Venue is proper pursuant to 28 USC § 1391(a) because the events or omissions giving rise to the Third-Party claims occurred in this Judicial District.

GENERAL ALLEGATIONS

6. Plaintiff Polymeric Resources Corporation and its affiliates and assumed names including ALM are manufacturers of plastic resin which is sold in a variety of markets throughout the United States and overseas, including Michigan.

7. Donn Dumouchelle, through his corporation Custom Resins Michigan, was a Manufacturer's Representative for Polymeric and its affiliates' products which he sold to the customers and clients in the plastics' industry he had procured for over thirty (30) years.

8. Bleim met Dumouchelle when he worked as a Buyer at Chase Plastics, Inc. (hereinafter "Chase Plastics"), a customer of Dumouchelle and Custom Resins.

9. Bleim was fired by Chase Plastics in early 2009.

10. In November, 2009, Dumouchelle suffered a stroke.

11. In November, 2009, Bleim went to work for Custom Resins Michigan as a Sales Associate. See Exhibit A.

12. On June 30, 2010, Custom Resins Michigan and Bleim entered into an Employment Agreement. See Exhibit B.

13. On June 30, 2010, Custom Resins Michigan and Bleim also executed a Trade Secret and Confidentiality Agreement. See Exhibit C.

14. On June 30, 2010, Custom Resins Michigan and Bleim also executed a Covenant Not to Compete. See Exhibit D.

15. The Employment Agreement (Exhibit B) expressly stated that Bleim was an Employee at will.

16. On or about September 15, 2010, Bleim's employment at Custom Resins Michigan was terminated.

17. On the very same day of his termination (approximately September 15, 2010) Bleim went to work for Polymeric Resources Corporation and/or its affiliates including ALM, the Plaintiffs in this lawsuit.

18. The foregoing allegations apply to each of the Counts hereinafter stated.

COUNT I.

BREACH OF COVENANT NOT TO COMPETE

19. In The Covenant Not to Compete, Bleim agreed that:

“4. I will not, for a period of two (2) years following the termination of my employment, accept employment or compensation, in any sales capacity, with ALM, which involves the solicitation of any person, firm or corporation who is a client or associate of the Company [i.e. Third-Party Plaintiff Custom Resins Michigan].” See Exhibit D, Paragraph III. B.4, p2.

20. Third-Party Defendant Bleim breached this provision when he, on the same day he was terminated by Custom Resins Michigan, went to work for Plaintiff Polymeric Resources Corporation which does business as ALM.

21. Within days after being employed by Polymeric/ALM, Bleim began soliciting away customers of Donn Dumouchelle and Custom Resins Michigan. See e.g. Exhibit E which is a September 28, 2010 Agreement (i.e. thirteen (13) days after the date of his termination by Custom Resins Michigan) between Bleim’s former employer Chase Plastics and ALM.

22. Third-Party Plaintiff Custom Resins Michigan has been irreparably damaged as a consequence of Third-Party Defendant Bleim’s breach of the Covenant Not to Compete.

WHEREFORE, Third-Party Plaintiff Custom Resins Michigan respectfully requests that this Court enter a Judgment in favor of Third-Party Plaintiff Custom Resins Michigan against Third-Party Defendant Bleim:

- A. Enjoining Bleim for a period of two years from the date of entry of the Judgment from directly or indirectly calling on, causing to be called on, soliciting, or assisting in the solicitation of any person, firm, or corporation who was a client or account of Custom Resins Michigan on the date of Bleim's termination of employment at Customs Resins Michigan or any such entity with whom Custom Resins Michigan was in the process of soliciting to establish business relations.
- B. Enjoining Bleim for a period of two years from the date of entry of the Judgment from engaging in any pursuit that is in competition with Custom Resins Michigan anywhere within a 30 mile radius of Rochester, Michigan where Custom Resins Michigan's office was located.
- C. Enjoining Bleim for a period of one year from the date of entry of the Judgment from employing, soliciting, or seeking to employ, either directly or indirectly, any person who was employed by Custom Resins Michigan at the time his employment with Custom Resins Michigan was terminated.
- D. Enjoining Bleim for a period of two years from the date of entry of the Judgment from accepting employment or compensation, in any sales capacity, with Plaintiffs and their affiliates including ALM, which involves the solicitation of any person, firm or corporation which was a client or associate of Custom Resins Michigan; and;

- E. Awarding Third-Party Plaintiff Custom Resins Michigan its costs, attorney's fees and any other relief the Court deems just and proper.

COUNT II.

**MISAPPROPRIATION OF TRADE SECRETS UNDER THE MICHIGAN
UNIFORM TRADE SECRETS ACT, MCLA 445.1901, ET SEQ.**

23. Third-Party Plaintiff Custom Resins Michigan had trade secrets including, but not limited to, its existing and targeted customer lists and customer contact information.

24. Third-Party Defendant Bleim entered into a Trade Secret and Confidentiality Agreement (Exhibit C) acknowledging the Trade Secrets and his access to them.

25. After Third-Party Defendant Bleim was terminated by Third-Party Plaintiff Custom Resins Michigan and immediately hired by Polymeric Resources Corporation which does business as ALM (approximately September 15, 2010), Bleim misappropriated Third-Party Plaintiff Custom Resins Michigan's confidential and proprietary information for his own competitive advantage.

26. Third-Party Plaintiff Custom Resins Michigan has been irreparably damaged as a consequence of Bleim's misappropriation of its trade secrets.

WHEREFORE, Third-Party Plaintiff Custom Resins Michigan respectfully requests that this Court enter a Judgment against Third-Party Defendant Jeremy Bleim:

- A. Enjoining Third-Party Defendant Bleim from further misappropriating, using, or disclosing any of Custom Resins Michigan's trade secrets and confidential information;

- B. Ordering Bleim to immediately return the Confidential Information and Trade Secrets to Custom Resins Michigan; and;
- C. Awarding Third-Party Plaintiff Custom Resins Michigan its costs, attorney's fees and any other relief the Court deems just and proper.

COUNT III.

CONVERSION

27. Third-Party Plaintiffs owned a considerable amount of personal property which they used in their manufacturer's representative business.

28. On, before and after Third-Party Defendant Bleim was terminated from his employment by Third-Party Plaintiff Custom Resins Michigan and immediately went to work for Plaintiff Polymeric (approximately September 15, 2010), Bleim removed from the offices of Counter-Plaintiffs most of the records, furniture, equipment and other personal property located on the premises.

29. Attached hereto is a list of the Third-Party Plaintiffs' property which was taken by Bleim. See Exhibit F.

30. Attached hereto as Exhibit G is a November 30, 2010 e-mail from Jeffrey Moorfoot, the Accountant for Counter-Plaintiffs, to City of Rochester Detective Moon which contains accounting information regarding the property which was taken from Third-Party Plaintiffs.

31. With the exception of the two (2) binders containing 33 years of business cards accumulated by Dumouchelle which were returned pursuant to the Stipulated Preliminary Injunction entered in this matter on December 3, 2010, Third-Party Defendant Bleim has, despite demands, refused to return Third-Party Plaintiffs' property (See Exhibits F & G) to them.

32. Third-Party Plaintiffs have been damaged as a consequence of Third-Party Defendant Bleim's conversion of their property.

WHEREFORE, Third-Party Plaintiffs pray that the Court enter a Judgment against Third-Party Defendant Bleim awarding Third-Party Plaintiffs:

- A. All damages they have incurred as a consequence of Third-Party Defendant Bleim's conversion, and that said damages be trebled pursuant to MCLA 600.2919(a);
- B. Exemplary damages for the pain and suffering they have incurred as a consequence of the outrageous and wrongful conduct of Third-Party Defendant Bleim; and
- C. Ordering Third-Party Defendant Bleim to immediately return all converted property to Third-Party Plaintiffs; and
- D. Awarding Third-Party Plaintiffs their costs, attorneys' fees and any other relief the Court deems just and proper.

Dated: July 25, 2011

GIARMARCO, MULLINS & HORTON, P.C.

/s/ Dennis M. Rauss (P27951)
DENNIS M. RAUSS (P27951)
Attorneys for Third-Party Plaintiffs
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EXHIBIT A



Jeremy Bleim
Sales Associate

ALM

CUSTOM RESINS

POLYERMIC RESOURCES

314 East Street
Rochester, MI 48307
Phone: 248-650-6809
Fax: 248-608-6434
Cell: 248-891-2538
Email: jbleim@nylene.com

EXHIBIT B

EMPLOYMENT AGREEMENT

Custom Resins Inc., a Michigan corporation, located at 314 East Street, Rochester, Michigan 48307 ("Company") hereby agrees to continue to employ Jeremy C. Bleim ("Bleim") under the following terms and conditions:

1. **Title and Duties.** The Company employs Bleim as a sales associate, reporting directly to Donn Dumouchelle, its President. Bleim shall continue to assist in the sales function to the Company's customers and shall communicate, as necessary, and under the direction of the President, with the staff at ALM.

2. **Compensation Benefits.** Bleim shall receive compensation in an amount agreed to, from time to time, by the parties. At present, Bleim is participating in the Company's health insurance plan. For calendar year 2010, Bleim is entitled to one week of paid vacation.

3. **Employee at Will.** The parties agree that Bleim is an employee at will, and that his employment relationship may be terminated at any time, with or without reason or notice, by the Company or Bleim.

4. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes all prior oral or written understandings and agreements. The parties may modify this Agreement only by a writing signed by both Bleim and an authorized officer of the Company.

5. **Michigan Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

Bleim and the Company have executed this Agreement on the following dates:

Dated: June 30, 2010

Employee:

Jeremy C. Bleim
Jeremy C. Bleim

Employer:

Custom Resins Inc., a Michigan corporation

Dated: June 30, 2010

By:

Donn Dumouchelle
Donn Dumouchelle, Its President

EXHIBIT C

TRADE SECRET AND CONFIDENTIALITY AGREEMENT

I. Introduction

I, **Jeremy C. Bleim** ("I" or "Employee"), enter into this trade secret and confidentiality agreement with **Custom Resins Inc.** ("Company"), a Michigan Corporation located at 314 East Street, Rochester, Michigan 48307, on June 30, 2010.

In consideration of my employment, continued employment, and future compensation, I agree as follows:

II. Background

A. I understand that the Company is in the business of the sale of custom plastic resins as the Sales Agent for ALM, and such other business as the Company decides to engage.

B. I understand and agree that the position of Sales Associate is one of considerable responsibility and requires such considerable training, relationships, contacts, and experience that it will take a substantial amount of the Company's time and expense to provide me with the training and skills necessary to become a proficient Sales Associate.

C. I agree that this agreement represents the Company's and my entire agreement regarding trade secrets and confidentiality and that this supersedes any prior oral or written agreements regarding trade secrets and confidentiality. Furthermore, I agree that this agreement may not be modified except in writing signed by both parties.

D. I agree that if any term or provision of this agreement is found to be unenforceable or void, in whole or in part, then the offending term will be construed as valid and enforceable to the maximum extent permitted by law and the balance of this agreement will remain in full force and effect.

III. Promises and Covenants

I acknowledge that in performing my duties, the Company will divulge to me confidential and proprietary trade secrets such as customer leads, business relationships, techniques, pricing and methods that are of a critical nature to the Company. In exchange for the consideration provided for in this agreement, the special training and access to confidential and proprietary trade secrets, I make the following reasonable promises solely intended to protect the Company's legitimate business interests:

A. To respect the Company's confidential and proprietary information. This means that I will not take, copy, retain, or otherwise disclose any confidential or proprietary information, as defined by (1) through (6) below, either directly or indirectly, to any competing person, firm, or organization. Further, I will not take, copy, or in any way retain this information for my own competitive advantage over the Company.

For the purposes of this section, confidential or proprietary trade secrets are all forms and types of financial, business, technical, and economic information, including, but not limited to: (1) business and/or customer leads; (2) customer lists, records, and information; (3) marketing techniques; (4) systems and information design; (5) accounting methodology; and (6) information regarding business relationships, including, but not limited to, business relationships with ALM.

B. I promise that, if either the Company or I terminate my employment, I will not engage in the behavior outlined above. If I break or appear to be breaking my promises outlined in this section, I agree that legal remedies available to the Company are inadequate and, to minimize or prevent injury to the Company (and in addition to any and all remedies provided by this agreement), the Company is entitled to a temporary and/or permanent injunction issued by a court. Lastly, I do not believe that the promises made in this section will jeopardize my ability to earn a livelihood in the sales field or in any other line of work I may choose to pursue.

IV. Dispute Resolution

A. I acknowledge that it is appropriate and I agree that Michigan law governs the construction and enforceability of this agreement and that any court action permitted by this agreement must be filed and maintained only in a state or federal court sitting in the State of Michigan having proper jurisdiction.

B. For my benefit and the benefit of the Company, except for injunctive relief that the Company may pursue in court, I agree that any controversy or claim arising out of or relating to the meaning, interpretation, or application of this agreement, or employment generally, must be resolved only by submission to final and binding arbitration in Oakland County, Michigan, in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association.

V. Agreement Accepted

I acknowledge that I read this agreement and that I was free to negotiate its terms. Also, the Company encouraged me, if I so chose, to seek a legal opinion concerning this agreement.

The parties signed this agreement on the day and year first above written.

Accepted:

Custom Resins Inc., a Michigan
corporation

Employee:

by: Donn Dumouchelle
Donn Dumouchelle, President

Jeremy C. Bleim
Jeremy C. Bleim

EXHIBIT D

COVENANT NOT TO COMPETE

I. Introduction

I, **Jeremy C. Bleim** ("I" or "Employee"), enter into this covenant not to compete with **Custom Resins Inc.** ("Company"), a Michigan corporation located at 314 East Street, Rochester, Michigan 48307, on June 30, 2010.

In consideration of my employment, continued employment, and future compensation, I agree as follows:

II. Background

A. I understand that the Company is in the business of the sales of custom plastic resins as the Sales Agent for ALM, and such other business as the Company decides to engage.

B. I understand and agree that the position of Sales Associate is one of considerable responsibility and requires such considerable training, relationships, contacts, and experience that it will take a substantial amount of the Company's time and expense to provide me with the training and skills necessary to become a proficient Sales Associate.

C. I agree that this covenant represents the Company's and my entire agreement and that this supersedes any prior oral or written covenants not to compete. Furthermore, I agree that this covenant may not be modified except in writing signed by both parties.

D. I agree that if any term or provision of this covenant is found to be unenforceable or void, in whole or in part, then the offending term must be construed as valid and enforceable to the maximum extent permitted by law; and the balance of this covenant will remain in full force and effect.

III. Promises and Covenants

I acknowledge that in my capacity as Sales Associate, I am in a position of trust with the Company and that the Company relies on me to act in accordance with my responsibilities to the Company. I also acknowledge that in performing my duties, the Company will divulge to me confidential and proprietary trade secrets such as customer leads, business relationships, techniques, pricing and methods that are of a critical nature to the Company. Furthermore, I understand that any business and/or customer leads generated as a result of my or the Company's marketing efforts are at all times the property of the Company. In exchange for the consideration provided for in this covenant, the special training, access to confidential and proprietary trade secrets, I make the following reasonable promises solely intended to protect the Company's legitimate competitive business interests:

A. I agree that during my employment with the Company, I will not engage in a related or competing business. I further agree to use my best efforts to promote the business interests and objectives of the Company. I agree not to use my employment with the

Company to establish personal business relationships or contacts with Company clients to solicit and contract future business with any person, firm, or corporation contrary to this covenant upon the termination of my employment with the Company.

B. This paragraph applies to the Employee and any other person(s), firm, corporation, association, or other entity acting in concert with the Employee subsequent to the Employee's termination.

After my termination, I acknowledge and agree that my knowledge of "confidential information and materials" gained from my employment and owned by the Company would permit me to unfairly compete against the Company. To ensure that any future competition between the Company and myself is fair, I agree to refrain from each of the following anticompetitive acts:

1. I will not, for a period of two years following the termination of my employment, directly or indirectly, call on, cause to be called on, solicit, or assist in the solicitation of any person, firm, or corporation who is a client or account of the Company on the date of the termination of my employment or any such entity with whom the Company was in the process of soliciting to establish business relations.

2. I will not, for a period of two years after the termination of my employment, engage in any pursuit that is in competition with the Company anywhere within a 30 mile radius of any Company office in which I worked.

3. I will not, during my employment and for a period of one year following the termination of my employment, employ, solicit, or seek to employ, either directly or indirectly, any person who is employed by the Company or was employed by the Company at the time my employment with the Company is terminated.

4. I will not, for a period of two years following the termination of my employment, accept employment or compensation, in any sales capacity, with ALM, which involves the solicitation of any person, firm or corporation who is a client or associate of the Company.

C. I understand and acknowledge that my service to the Company and the information disclosed to me during my employment are of a unique and special character and that any breach of the above paragraphs will cause the Company irreparable injury and immeasurable damage. Consequently, the Company will be entitled, in addition to all other remedies available to it, to injunctive and equitable relief to prevent a breach and to secure the enforcement of this covenant. I further understand that injunctive relief may be granted on a finding that I am or may be violating any provision of this covenant immediately on the commencement of any such action without notice to me, WHICH NOTICE I SPECIFICALLY WAIVE. I specifically authorize the Company to withhold compensation and benefits from me if I fail to comply with this covenant, without restricting the Company from other legal and equitable remedies.

D. I agree to reimburse the Company for all actual costs, including reasonable attorney fees, which may be incurred by the Company in the enforcement of this covenant.

E. I understand that any future employer or any business I own may be additionally liable for damages arising out of the wrongful solicitation and hiring of employees of the Company or the wrongful solicitation and/or contracting with any of the Company's clients contrary to this covenant.

IV. Dispute Resolution

A. I acknowledge that it is appropriate and I agree that Michigan law governs the construction and enforceability of this covenant and that any court action permitted by this covenant may be filed and maintained only in a state or federal court sitting in the State of Michigan having proper jurisdiction.

B. For my benefit and the benefit of the Company, except for injunctive relief that the Company may pursue in court, I agree that any controversy or claim arising out of or relating to the meaning, interpretation, or application of this covenant, or employment generally, must be resolved only by submission to final and binding arbitration in Oakland County, Michigan, in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association.

V. Covenant Not to Compete Accepted

I acknowledge that I read this covenant and that I was free to negotiate its terms. Also, the Company encouraged me, if I so chose, to seek a legal opinion concerning this covenant.

The parties signed this covenant on the day and year first above written.

Accepted:

Custom Resins Inc., a Michigan
corporation

Employee:

by: Donn Dumouchelle
Donn Dumouchelle, President

Jeremy C. Bleim
Jeremy C. Bleim

EXHIBIT E

**CHASE PLASTICS
PURCHASE ORDER TERMS AND CONDITIONS AGREEMENT**

This Purchase Order Terms and Conditions Agreement (the "Agreement") is by and between Chase Plastic Services, Inc., a Michigan corporation ("Chase"), and Custom Resins, a ALM corporation ("Vendor"). Vendor agrees to the following terms and conditions with respect to the products sold by Vendor to or on the order of Chase.

1. **GUARANTY.** Vendor guarantees that all materials and procedures used in the manufacturing of the materials ordered by Chase (the "Materials") shall satisfy current governmental and safety constraints on restricted, toxic, and hazardous materials, as well as environmental, electrical and electromagnetic considerations applicable to the United States of America. Vendor further guarantees that all Materials shall contain the properties represented by Vendor and that at no time shall the Materials be subjected to volatile environments that could change the properties of the Materials while the Materials are under the care, custody and control of Vendor. An MSDS shall be provided either in hard copy or electronic form for all Materials supplied to Chase.
2. **INDEMNIFICATION.** Vendor shall indemnify and hold harmless Chase from and against any and all claims, suits, liabilities, damages or judgments made against or suffered by Chase to the extent directly arising out of Vendor's breach of the guaranty stated above, but specifically excluding, without limitation, such claims, suits, liabilities, damages or judgments resulting from or otherwise arising out of the acts or omissions of Chase, its agents or employees and any third party. Vendor shall also pay reasonable attorney's fees and costs incurred by Chase if Vendor does not indemnify Chase as set forth above. Vendor's duty to indemnify and hold harmless is contingent upon Chase giving Vendor prompt and adequate notification and documentation of any such claim, suit, liability, damage or judgment, and continued cooperation until conclusion of same. Chase will not compromise or settle such claim, suit, liability, damage or judgment without Vendor's knowledge and prior written consent.
3. **CERTIFICATE OF INSURANCE.** Vendor shall furnish a certificate of insurance evidencing the existence of Commercial General Liability Insurance coverage with limits not less than \$1,000,000 Bodily Injury and \$1,000,000 Property Damage.
4. **VERIFICATION OF QUALITY.** Chase or any agent, representative or customer of Chase hereby reserves the right to verify the properties and the quality of the Materials at the Vendor's facility.

CPS PD 017

REV: C

3/29/10

5. **CONFIRMATION.** A confirmation of the purchase order, a bill of lading and a Certification of Analysis with lot test data for Materials are required on all Chase purchase orders. The Certification of Analysis must meet the specifications defined on the Chase purchase order and not significantly vary from product data sheets for Materials.
6. **CHANGE NOTIFICATION.** Vendor must notify Chase in advance of any changes to material formulation and/or production process. This will include changes in manufacturing locations, feedstock or any other change that may impact the consistency of the manufacturing process. In addition, Vendor is responsible for the retention/control of all records/documents associated with processing Chase orders.
7. **TERM.** This Agreement supersedes any and all other agreements issued by Vendor and will continue in effect with respect to all Materials shipped or delivered by Vendor until written notice of revocation of this Agreement is mailed, postage prepaid to Chase. Such revocation will be effective only as to shipments and deliveries made on or after receipt of such notice.
8. **SEVERABILITY.** If any portion of this Agreement is ruled invalid for any reason, such ruling shall not affect the other portions of this Agreement, and all remaining covenants, terms and conditions of this Agreement shall remain in full force and effect.

CHASE PLASTIC SERVICES, INC.
a Michigan corporation

VENDOR: Custom Resins

By: _____

By: Greg C. Blum

Its: _____

Its: Sales Account Manager

Date: _____

Date: 9-28-10

EXHIBIT F

Jeremy C. Bleim 33 years old
9382 Eagle Hill Drive white male
Clarkston Mi 48346
home 248 922 0023
cell 248 891 2538

11.19.10 Items missing from Custom Resins of Michigan Inc
314 East Street
Rochester Mi

- 1 computer tower + all corporate info on it
- 3 binders containing 33 years of business cards
- 5 file drawers filled with corporate files
- 2 drawers filled with corporate files regarding orders
- 1 shredder
- 2 lower grey file cabinet + 2 drawers filled with corporate customer file orders
- 3 scanners
- 1 phone
- 2 printer / fax / copying machines
- 2 black / wood file cabinets
- 1 swivel office chair
- 3 printers
- 1 computer monitor
- 2 keyboards
- 4 bins in closet filled with corporate material
- 4 folding black chairs

- 1 internet router
- ~~technical~~ technical literature
- plastic samples
- 7 boxes filled with old corporate files containing customer info
- clip stand to hold paper for orders
- 1 metal coat tree
- 1 black file stand
- ~~1 paper wood towel holder~~
- 4 wastebaskets
- 16 binders filled with corporate spec. info on clients
- internet hookup / wires belonging also to Comcast
- 1 recycling bin
- 2 scales for postage / packages
- misc. office supplies: pens, computer paper, legal pads, tape dispensers, binders, file holders, tape guns, highlighter, hole punch
- ~~2 plastic runners for office chairs~~
- ~~fire extinguisher~~
- bathroom supplies
- 1 file cabinet drawers filled with corporate info next to Pams desk
- brita filter cartridges

Donn Dumouchelle
120 Spruce Lane
Rochester MI 48307
248 961 7570

CASE #10-12402

11.19.10

Donn Dumarchelle
314 East Street
Rochester MI 48307
248.961.7570

MISSING Files from front office
Contents

- all orders that have been processed with bills of lading
- specs certifications of all orders
- orders fax bills sent with pricing
- inventory warehouse count

closet -

4 boxes containing old files from Donn's personal office and old orders

- files of old orders in black file cabinets

EXHIBIT G

Dennis Rauss

From: Jeffrey Moorfoot <jmoorfoot@att.net>
Sent: Tuesday, November 30, 2010 3:49 PM
To: fmoon@ci.rochester.mi.us
Cc: 'Linda Dumouchelle'; Dennis Rauss
Subject: Custom Resins fixed assets
Attachments: Custom Resins Fixed Asset General Ledger Detail.pdf; Custom Resins Tax Depreciation.pdf

Detective Moon:

I have been asked by Linda Dumouchelle of Custom Resins to provide you with any items I have that relate to the fixed assets held by the company. Attached is the depreciation summary report for the company's tax returns and a general ledger listing of the assets on the company's books. I'll keep looking for any more items that I can find.

Please feel free to contact me if you have any questions.

Jeffrey M. Moorfoot, CPA PC
438 South Main Street
Suite 202
Rochester, MI 48307
Tele: 248-656-6901
Fax: 866-411-9845
Cell: 248-703-9959

Custom Resins Inc. General Ledger All Transactions

3:02 PM
11/30/10
Accrual Basis

Type	Date	Num	Name	Memo	Split	Amount	Balance
Fixed Assets							
Accumulated Depreciation							
General Journal	12/31/1995	1 jeff		Condensed transaction.		-18,972.00	-18,972.00
General Journal	12/31/1997	3025JEFF		jeff adj		-6,470.63	-25,442.63
General Journal	12/31/1998	CPA ADJUST				-4,609.27	-30,051.90
General Journal	12/31/1999	CPA Adjust				-3,578.56	-33,630.46
General Journal	12/31/2000	7359				-5,809.87	-39,440.33
General Journal	12/31/2001	CPA				-3,767.90	-43,208.23
General Journal	12/31/2002	9625				-2.00	-43,210.23
General Journal	12/31/2004	GeneralJourn				-2,911.08	-46,121.31
General Journal	12/31/2006	yearendadj				-2,322.28	-48,443.59
General Journal	12/31/2007					-3,624.00	-52,067.59
Total Accumulated Depreciation							
						-52,067.59	-52,067.59
Total Fixed Assets							
Furniture							
Desk Chair							
General Journal	3/31/1995			Condensed transaction.		872.17	872.17
Total Desk Chair							
						872.17	872.17
Desk, credenza, files							
General Journal	3/31/1995	2787		Condensed transaction.		3,115.63	3,115.63
Check	12/15/1998	2810	Citibank Visa	Pam's office	Checking	1,000.00	4,115.63
Check	12/31/1998	2852	Citibank Visa	Pam's office	Checking	525.53	4,641.16
Check	1/26/1999		Citibank Visa		Checking	4,641.16	4,641.16
Total Desk, credenza, files							
						4,641.16	4,641.16
Furniture - Other							
General Journal	3/31/1995			Condensed transaction.		381.60	381.60
General Journal	7/31/1996			Condensed transaction.		107.14	488.74
General Journal	8/31/1996			Condensed transaction.		42.39	531.13
General Journal	9/30/1996			Condensed transaction.		370.94	902.07
Check	1/26/1999	2851	Target	table Pam's office	Checking	63.59	965.66
General Journal	12/31/1999	CPA ADJUST			Shareholder Lo...	-63.59	902.07
Total Furniture - Other							
						902.07	902.07
Total Furniture							
						6,415.40	6,415.40
Office Equipment							
computer							
Check	9/20/1999	3219	Citibank Visa		Checking	3,578.56	3,578.56
Check	9/26/2000	3695	Worldperks Visa		Checking	63.57	3,642.13
Check	10/26/2004	9655	Citibank Visa	Pam's new computer	Checking	1,314.18	4,956.31
Check	10/19/2006	eft	US Bank Northwest Visa		Checking	731.39	5,687.70
Check	11/20/2006	EFT	US Bank Northwest Visa		Checking	0.00	5,687.70
Total computer							
						5,687.70	5,687.70

Custom Resins Inc.
General Ledger
All Transactions

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Accrual Basis

Type	Date	Num	Name	Memo	Split	Amount	Balance
Fax Machine							
General Journal	3/31/1995			Condensed transaction.		1,695.98	1,695.98
Check	11/10/1998	2721	Citibank Visa	FAX	Checking	998.48	2,694.46
Check	11/15/1998	2734	Citibank Visa	Sae booth payoff	Checking		2,694.46
Check	12/2/1998	2760	Citibank Visa		Checking		2,694.46
Check	12/15/1998	2787	Citibank Visa		Checking		2,694.46
Check	12/31/1998	2810	Citibank Visa		Checking		2,694.46
Check	1/26/1999	2852	Citibank Visa		Checking		2,694.46
Total Fax Machine						2,694.46	2,694.46
Printer							
General Journal	3/31/1995			Condensed transaction.		1,450.08	1,450.08
Check	4/25/2006	EFT	US Bank Northwest Visa	Pam's office	Checking	455.74	1,905.82
Check	5/16/2006	eft	US Bank Northwest Visa	Pam's office fax	Checking	370.98	2,276.80
Total Printer						2,276.80	2,276.80
repair							
General Journal	10/31/2003				Shareholder Lo...	8.47	8.47
General Journal	12/31/2006	4rthQtrCash yearendadj			-SPLIT-	-8.47	0.00
Total repair						0.00	0.00
Telephone/modem connectio							
General Journal	3/31/1995			Condensed transaction.		210.99	210.99
General Journal	12/31/1996			Condensed transaction.		73.49	284.48
Check	9/19/1998	2647	Business Communication Systems	Pam 20 line phone	Checking	455.80	740.28
Check	10/15/2002	9040	Business Communication Systems	troubleshoot problems	Checking	131.50	871.78
Check	12/31/2002	9298	Business Communication Systems		-SPLIT-	-131.50	740.28
Check	8/5/2003	9625	Business Communication Systems	Correct Coast to Coast Centrex drop	Checking	294.00	1,034.28
General Journal	12/31/2004	9935	Business Communication Systems	2% early payment discount	Logistical Com...	-294.00	740.28
Check	8/31/2005	4081	Aegis Concepts Inc.		Checking	197.95	938.23
Check	7/9/2007	10511	Aegis Concepts Inc.		Checking	2,098.49	3,036.72
Check	8/20/2007				Checking	150.00	3,186.72
Total Telephone/modem connectio						3,186.72	3,186.72
Office Equipment - Other							
General Journal	3/31/1995			Condensed transaction.		6,981.91	6,981.91
General Journal	6/30/1995			Condensed transaction.		112.44	7,094.35
General Journal	12/31/1995			Condensed transaction.		341.77	7,436.12
General Journal	1/31/1996			Condensed transaction.		151.70	7,587.82
General Journal	2/29/1996			Condensed transaction.		0.00	7,587.82
General Journal	3/31/1996			Condensed transaction.		0.00	7,587.82
General Journal	7/31/1996			Condensed transaction.		3,400.00	10,987.82
General Journal	9/30/1996			Condensed transaction.		0.00	10,987.82
General Journal	10/31/1996			Condensed transaction.		0.00	10,987.82
General Journal	11/30/1996			Condensed transaction.		230.84	11,218.66
Check	1/3/1997	1595	Citibank Visa		Checking	206.56	11,425.22
Check	2/17/1997	1677	Meijers	Hand cart	Checking	68.00	11,493.22
Check	5/22/1997	1837	Citibank Visa		Checking	125.00	11,618.22
Check	6/11/1997	1858	Citibank Visa	thru 6-20	Checking		11,618.22
Check	6/13/1997	1867	Citibank Visa	7/22 stmmet partial	Checking		11,618.22
Check	7/3/1997	1887	Citibank Visa		Checking		11,618.22
Check	7/11/1997	1905	Citibank Visa		Checking		11,618.22
Check	7/29/1997	1924	Citibank Visa		Checking		11,618.22
Check	8/11/1997	1942	Citibank Visa		Checking		11,618.22
Check	8/18/1997	1969	Citibank Visa		Checking		11,618.22
Check	9/29/1997	2039	Citibank Visa		Checking		11,618.22

Custom Resins Inc. General Ledger All Transactions

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Accrual Basis

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	10/23/1997	2084	Citibank Visa		Checking	113.91	11,618.22
Check	11/24/1997	2130	Monroe Bank	Lease Computer	Checking		11,732.13
Check	11/24/1997	2135	Citibank Visa		Checking		11,732.13
Check	12/15/1997	2160	Monroe Bank	Lease Computer	Checking	113.91	11,846.04
Check	12/29/1997	2187	Citibank Visa		Checking		11,846.04
Check	1/17/1998	2219	Monroe Bank	Lease Computer	Checking	113.91	11,959.95
Check	2/1/1998	2249	Citibank Visa		Checking		11,959.95
Check	2/12/1998	2265	Monroe Bank	Lease Computer	Checking	113.91	12,073.86
Check	2/27/1998	2304	Citibank Visa		Checking		12,073.86
Check	3/18/1998	2341	Monroe Bank	Lease Computer	Checking	113.91	12,187.77
Check	4/10/1998	2375	Monroe Bank	Lease Computer	Checking	113.91	12,301.68
Check	5/4/1998	2419	Monroe Bank	Lease Computer	Checking	113.91	12,415.59
Check	6/17/1998	2473	Monroe Bank	Lease Computer	Checking	113.91	12,529.50
Check	7/14/1998	2534	Monroe Bank	Lease Computer	Checking	113.91	12,643.41
Check	8/7/1998	2581	Monroe Bank	Lease Computer	Checking	113.91	12,757.32
Check	9/4/1998	2623	Monroe Bank	Lease Computer	Checking	113.91	12,871.23
Check	10/9/1998	2676	Monroe Bank	Lease Computer	Checking	113.91	12,985.14
Check	11/1/1998	2726	Monroe Bank	Lease Computer	Checking	113.91	13,099.05
Check	12/15/1998	2784	Monroe Bank	Lease Computer	Checking	113.91	13,212.96
Check	1/5/1999	2819	Monroe Bank	Lease Computer	Checking	113.91	13,326.87
Check	2/2/1999	2864	Monroe Bank	Lease Computer	Checking	113.91	13,440.78
Check	3/8/1999	2910	Monroe Bank	Lease Computer	Checking	113.91	13,554.69
Check	3/29/1999	2952	Monroe Bank	Lease Computer	Checking	113.91	13,668.60
Check	5/13/1999	3018	Monroe Bank	Lease Computer	Checking	113.91	13,782.51
Check	6/7/1999	3055	Monroe Bank	Lease Computer	Checking	113.91	13,896.42
Check	6/28/1999	15	Citibank Visa	Lease Computer	Checking	741.99	14,638.41
General Journal	7/1/1999	3086	Monroe Bank	Lease Computer	Checking		14,752.32
Check	8/8/1999	3148	Monroe Bank	Lease Computer	Checking	113.91	14,866.23
Check	9/7/1999	3195	Monroe Bank	Lease Computer	Checking	113.91	14,980.14
Check	10/14/1999	3252	Monroe Bank	Lease Computer	Checking	113.91	15,094.05
Check	11/5/1999	3287	Monroe Bank	Lease Computer	Checking	113.91	15,207.96
Check	12/5/1999	3342	Monroe Bank	Lease Computer	Checking	113.91	15,321.87
General Journal	12/31/1999	CPA ADJUST		Shareholder Lo...		-2,108.91	13,212.96
Check	1/31/2000	3417	Monroe Bank	Lease Computer	Checking	113.91	13,326.87
Check	2/25/2000	3457	Monroe Bank	Lease Computer	Checking	113.91	13,440.78
Check	4/3/2000	3509	Monroe Bank	Lease Computer 2 mos payments	Checking	227.82	13,668.60
Check	5/15/2000	3568	Monroe Bank		Checking	113.91	13,782.51
Check	6/15/2000	3600	Monroe Bank		Checking	113.91	13,896.42
Check	7/6/2000	3631	Monroe Bank		Checking	113.91	14,010.33
Check	7/18/2000	3655	Monroe Bank		Checking	113.91	14,124.24
Check	9/26/2000	3700	Monroe Bank		Checking	74.97	14,199.21
Check	10/27/2001	3905	Worldperks Visa		Checking	704.83	14,904.04
Check	9/1/2002	9014	Gemini Executive Services	Former Gemini Phone System payment...	Checking	833.33	15,737.37
General Journal	12/31/2002	CPA		Telephone/mo...		-833.33	14,904.04
Check	11/25/2003	3363	US Bank Northwest Visa	Pam Computer Monitor	Checking	0.00	15,147.83
Check	12/22/2003	9417	US Bank Northwest Visa	Pam Computer Monitor	Checking	-243.79	15,147.83
General Journal	12/31/2003	8573		reclassify	-SPLIT-	1,596.90	14,904.04
Check	4/20/2004	3407	US Bank Northwest Visa	Computer DD	Checking	840.76	16,500.94
Check	7/17/2007	EFT	US Bank Northwest Visa	Monitor	Checking	534.75	17,341.70
Check	9/12/2007		US Bank Northwest Visa		Checking	17,876.45	17,876.45
Total Office Equipment - Other						31,722.13	
Total Office Equipment						31,722.13	

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Accrual Basis

Type	Date	Num	Name	Memo	Split	Amount	Balance
Software							
Windows,Winfax,Quickbook							
General Journal	3/31/1995					707.73	707.73
General Journal	12/31/2003	8573		Condensed transaction. reclassify	Office Equipment	-343.90	363.83
Total Windows,Winfax,Quickbook						363.83	363.83
Software - Other							
General Journal	2/28/1995					68.88	68.88
General Journal	3/31/1995					1,625.85	1,694.73
General Journal	5/31/1995					190.78	1,885.51
General Journal	9/13/1995					558.18	2,443.69
Credit Card Charge	9/30/1995					51.77	2,495.46
General Journal	11/30/1995					583.29	3,078.75
General Journal	12/31/1995					21.77	3,100.52
General Journal	1/31/1996					40.26	3,140.78
General Journal	2/29/1996					42.27	3,183.05
General Journal	3/31/1996					560.00	3,837.75
General Journal	7/31/1996					40.27	3,878.02
General Journal	8/31/1996					549.73	4,427.75
General Journal	9/30/1996					3.00	4,430.75
General Journal	10/31/1996					63.55	4,494.30
Check	1/3/1997	1595				74.15	4,568.45
Check	1/31/1997	1618				63.55	4,632.00
Check	7/27/1998	2564				63.55	4,632.00
Check	8/31/1998	2612					4,632.00
Check	10/8/1998	2663					4,632.00
Check	11/10/1998	2721				139.85	4,771.85
Check	11/15/1998	2734				59.14	4,830.99
Check	12/2/1998	2760					4,830.99
Check	12/15/1998	2787					4,830.99
Check	12/31/1998	2810					4,830.99
Check	1/26/1999	2852					4,830.99
Check	6/28/1999	3276				63.55	4,894.54
General Journal	10/25/1999	3394				68.89	4,963.43
Check	1/18/2000	3604				170.50	5,133.93
Deposit	5/19/2000	3604				-70.00	5,063.93
Check	6/17/2000	3638				6.00	5,069.93
Check	7/17/2000	3638				96.95	5,166.88
Check	8/12/2000	3669				6.00	5,172.88
Check	11/13/2000	8663				637.16	5,810.04
Check	11/18/2000	3754				3,775.00	9,585.04
Check	12/18/2000	8683				6.00	9,591.04
Check	1/4/2001	3800				1,380.03	10,971.07
Check	2/23/2001	3541				10.75	10,981.82
Check	3/13/2001	3560				360.00	11,341.82
Check	3/16/2001	3571				10.75	11,352.57
Check	4/18/2001	3610				10.75	11,363.32
Check	4/18/2001	3611				357.50	11,720.82
Check	5/3/2001	3646				690.75	12,411.57
Check	8/15/2001	3844				10.75	12,422.32
Check	9/20/2001	3878				21.50	12,443.82
Check	10/27/2001	3905				10.75	12,454.57
Check	11/26/2001	8766				201.54	12,656.11
Check	3/6/2002	3970				150.50	12,806.61
Check	3/25/2002	8859				10.75	12,817.36
Check	5/30/2002	3991				10.75	12,828.11

Custom Resins Inc.
General Ledger
All Transactions

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Accrual Basis

Type	Date	Numb	Name	Memo	Split	Amount	Balance
Check	6/25/2002	4002	US Bank Northwest Visa		Checking	10.75	12,838.86
Check	7/26/2002	4009	US Bank Northwest Visa		Checking	10.75	12,849.61
Check	8/26/2002	9006	US Bank Northwest Visa		Checking		12,849.61
Check	9/23/2002	9030	US Bank Northwest Visa		Checking	10.75	12,860.36
Check	10/29/2002	9061	US Bank Northwest Visa		Checking	65.69	12,926.05
Check	11/25/2002	9096	US Bank Northwest Visa		Checking		12,926.05
Check	12/20/2002	9117	US Bank Northwest Visa		Checking	15.85	12,941.90
General Journal	12/31/2002	CPA	QB upgrade	Telephone/mo...	Checking	-285.79	12,656.11
Check	5/26/2003	3326	US Bank Northwest Visa		Checking	327.95	12,984.06
Check	10/6/2003	9342	US Bank Northwest Visa		Checking	15.95	13,000.01
Check	10/28/2003	9372	US Bank Northwest Visa		Checking	0.00	13,000.01
Check	11/25/2003	3363	US Bank Northwest Visa		Checking	0.00	13,000.01
Check	12/22/2003	9417	US Bank Northwest Visa		Checking	0.00	13,000.01
Check	1/26/2004	3380	US Bank Northwest Visa		Checking	0.00	13,000.01
Check	2/25/2004	3392	US Bank Northwest Visa		Checking	0.00	13,000.01
Check	3/26/2004	3402	US Bank Northwest Visa		Checking	474.90	13,474.91
Check	10/19/2004	9652	US Bank Northwest Visa	Peachtree 2005 Multi user Liscensc	Checking		13,000.01
Check	10/26/2004	9655	US Bank Northwest Visa	Peachtree 2005 Multi user Liscensc	Checking		13,474.91
General Journal	12/31/2004	9625	Clitbank Visa		Logistical Com...	-474.90	13,000.01
Check	1/24/2005	9738	US Bank Northwest Visa		Checking	179.64	13,179.65
Check	2/23/2005	9760	US Bank Northwest Visa		Checking	0.00	13,179.65
Check	3/16/2005	3455	US Bank Northwest Visa		Checking	31.75	13,211.40
Check	4/28/2005	9818	US Bank Northwest Visa		Checking	105.99	13,317.39
Check	6/24/2005	9848	US Bank Northwest Visa		Checking		13,317.39
Check	7/15/2005	9872	US Bank Northwest Visa		Checking	105.99	13,423.38
Check	7/25/2005	9905	US Bank Northwest Visa		Checking		13,423.38
Check	8/22/2005	9929	US Bank Northwest Visa		Checking		13,423.38
Check	9/27/2005	9955	US Bank Northwest Visa		Checking		13,423.38
Check	10/17/2005	9973	US Bank Northwest Visa		Checking		13,423.38
Check	11/15/2005	9997	US Bank Northwest Visa		Checking	211.95	13,635.33
Check	3/16/2006	EFT	US Bank Northwest Visa	Quickbooks 2006 antivirus renewal	Checking	69.99	13,705.32
Check	3/27/2006	EFT	US Bank Northwest Visa		Checking	0.00	13,705.32
Check	10/19/2006	EFT	US Bank Northwest Visa		Checking	429.24	14,134.56
Check	12/18/2006	eft	US Bank Northwest Visa		Checking	52.99	14,187.55
Check	1/18/2007	eft	US Bank Northwest Visa		Checking	52.99	14,240.54
Check	1/18/2007	eft	US Bank Northwest Visa		Checking	105.99	14,346.53
Check	12/18/2007	eft	US Bank Northwest Visa		Checking	49.99	14,396.52
Check	12/31/2007	yearendadj	US Bank Northwest Visa	ANTI VIRUS	-SPLIT-	-208.97	14,187.55
General Journal						14,187.55	14,187.55
Total Software - Other						14,551.38	14,551.38
Total Software						621.32	621.32
TOTAL							

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

POLYMERIC RESOURCES CORPORATION, A New Jersey corporation,
and **CUSTOM RESINS, INC.**, a Kentucky corporation,

Plaintiffs,

v

DONN DUMOUCHELLE, an individual
Michigan resident, **LINDA DUMOUCHELLE**,
an individual Michigan resident, and
CUSTOM RESINS, INC., a Michigan corporation,

Defendants,

and

DONN DUMOUCHELLE, an individual,

Counter-Plaintiff,

v

POLYMERIC RESOURCES CORPORATION,
A New Jersey corporation, and **CUSTOM RESINS, INC.**, a Kentucky corporation,

Counter-Defendants,

and

DONN DUMOUCHELLE, an individual, and
CUSTOM RESINS, INC., a Michigan corporation,

Third-Party Plaintiffs,

v

JEREMY BLEIM, an individual,

Third-Party Defendant.

Case No. 2:10-cv-14713

Hon. Victoria A. Roberts

Magistrate Judge: Virginia M. Morgan

CERTIFICATE OF SERVICE

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Counter-Defendants
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Attorney for Defendants, Counter-
Plaintiff and Third-Party Plaintiffs
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Tenth Floor Columbia Center
101 West Big Beaver Road
Troy, Michigan 48084-5280
(248) 457-7000
drauss@gmhlaw.com

CERTIFICATE OF SERVICE

DENNIS M. RAUSS, states that on the 25th day of July, 2011, he served, via First-Class, U.S. Mail and e-mail, a copy of First Amended Third-Party Complaint and this Certificate of Service, upon:

MICHAEL R. WERNETTE, ESQ.
SCHAFFER AND WEINER, PLLC
40950 Woodward Ave., Suite 100
Bloomfield Hills, Michigan 48304
mwernette@schaferandweiner.com

the same being his last-known street and e-mail address(es).

I declare under the penalty of perjury, that the above-statements are true to the best of my knowledge, information and belief.

/s/ Dennis M. Rauss (P27951)
Dennis M. Rauss